7. If the sale is not confirmed, the amount paid will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions hereunder mentioned duly furnishing a security deposit equal to one-fourth of the sale amount. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

FURTHER CONDITIONS TO BE ENTERED IN THE AGREEMENT ARE :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the District Forest Officer or the Chief Conservator of Forests. When such sanction is accorded, the sub-lessee will be bound by the terms and conditions of the sale.

(*d*) The coolies employed by the lessee must take permission from the Range Officers before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Chief Conservator of Forests or the District Forest Officer or by any other Officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the Forests all produce collected and sold under the terms of the lease before the close of the official year.

(*h*) Neither the lessee nor his servants shall enter the State Forest either before sunrise or after sunset.

(*i*) The lessee is allowed to collect the Honge seeds and leaves in the Amrit Mahal Kavals only after the cattle have grazed and left the Kaval.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 100, which will be recovered as an arrear of revenue demand.

A. V. KESAVIENGAR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification, dated 27th August 1934.

The attention of the public is invited to the detailed notification of date published on pages 1144-1146, Part VI of the *Mysore Gazette*, dated 6th September 1934, calling for tenders for the carting of timber from the several coupes of the Division during the year 1934-35.

Last date of receiving tenders is 25th September 1934 at 2 P.M.

Abstract Notification, dated 6th September 1934.

Sealed tenders for the right of collection and distilling cinnamon leaves are invited from the public in Hosanagar and Sagar Ranges for 1934-37, *vide* notification, dated 6th September 1934, published in the *Official Gazette*, dated 13th September 1934 of Part VI, pages 1168-1169.

Last date for receipt of tenders is 29th September 1934.

Abstract Notification, dated 6th September 1934.

The attention of the public is invited to the detailed notification of date published on pages 1169-1170 of Part VI of the *Mysore Gazette*, dated the 13th September 1934, calling for tenders for the repairs to the approach road of the Shimoga Sandal Koti during the year 1934-35.

Last date of tender and the Officer receiving it. — 2 P.M. on 27th September 1934 by the District Forest Officer, Shimoga.

Abstract Sale Notification dated 7th September 1934.

The attention of the public is invited to the detailed sale notifications regarding the sale of Tupra and Honge leaves of several Taluks of the Division, published in the *Official Gazette*, dated 13th September 1934, Part VI of pages 1170-1172.

SALE OF TIMBER.

Notification dated 8th September 1934.

It is hereby notified for general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following depots on the dates noted against each depot, by the Forest Sub-Division Officer, Sagar Sub-Division.

Sl. No.	Name of depot	Date of sale	Kind of timber	Quantity in C. ft.	Place of sale
				C. ft.	
1	Hiremaitly Coupe ..	5th October 1934.	Other kinds ..	571	Kodur
2	Horabisu do ..		Do ..	20	
3	Thariga District Forest		Do ..	1,039	
4	Nanditale District Forest.	10th October 1934.	Do ..	739	Nanditale
			Jungle wood fuel ..	31 clds.	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests, if the amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter, intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the (15th May 1935). The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after 15th May 1935. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 9 per cent per annum from the date of their falling due up to the date of payment.

Revised Notification dated 17th September 1934.

Sealed tenders will be received at the Office of the District Forest Officer, Shimoga, for the preparation of the following kinds of sleepers of Dhuma from the Agumbe and Balehalli Forests of Agumbe Range and their supply to the Shimoga Timber Depot and Agasanahadlu during the year 1934-35. The specifications and the number of sleepers required are given below :—

M. G. sleepers	(6′×8″×4½″)	..	17,200
N. G. do	(5′×7″×4¼″)	..	4,000
T. G. do	(4′×6″×4″)	..	5,000
	Total	..	26,200.

2. The tender should be in the form noted hereunder and superscribed as "Tender for the supply of Dhuma Meter and other Guage Sleepers." The rates for supply should be distinctly written both in words as well as in figures.

3. Each tender should be accompanied with a deposit of Rs. 200 in currency notes. The deposit of unsuccessful tenderers will be returned.

4. The tenders will be received in the District Forest Office, Shimoga, till 2 P.M. of the 6th October 1934.

5. The power of acceptance of the tender will rest in the Conservator of Forests, Shimoga, who is at full liberty to accept or reject any lower or other tender without assigning any reasons therefor and to give the contract to one or more persons as he deems fit.

6. The sleepers should be supplied by 28th February 1935 in full in the proportions noted below :—

(*a*) One-third of the quantity to be supplied by the end of December 1934.
(*b*) Do do do do January 1935.
(*c*) The balance quantity by the end of February 1935.

It should be distinctly understood that no extension of time under any circumstances will be granted. Failure on the part of the contractor or contractors to supply the sleepers as above entails the forfeiture of the whole or such portion of the security as the District Forest Officer deems fit. If the supply of the sleepers by the contractor or contractors is slack, and if in the opinion of the District Forest Officer, the contractor or contractors are not likely to discharge their obligations, the District Forest Officer will at once cancel the contract, forfeit the security deposit and make other arrangements for their supply or without cancelling the contract make additional arrangements to supplement the progress.

7. Payments will be made only on the sleepers delivered at the Shimoga Depot or Agasanahadlu on presentation of bills along with the Depot receipts submitted through Range Officer, Agumbe, and no direct payments will be made. The passing of sleepers will be done in Forests by the Range Officer, Agumbe.

8. The contractors should collect and prepare sleepers from out of the trees assigned by the Range Officer, Agumbe, in the Forests of Agumbe Range.

9. The successful tenderer or tenderers will be required to execute an agreement within a week from the date of receipt of intimation of acceptance of tender embodying the following conditions, failing which the earnest money paid will be forfeited, the contract cancelled and further action taken to dispose of the contract otherwise.

Conditions.

(1) The trees marked for fellings should be felled in the consecutive order. The contractors should not fell such trees as are not marked by the Range Officer.

(2) The felling of the trees, reserved by the Department, shall be treated as an offence.

(3) The trees shall, as far as possible, be felled flush with the ground and in no case should the stump left behind on the ground, after felling exceed 12″ in height.

(4) From the time of felling, the timber shall be at the sole risk of the contractor who shall make his own arrangements for the protection of the same from fire, theft, wastage or damage of any kind whatsoever.

(5) Rejected sleepers, side boards, tops and pieces, and all portions not used for sleepers shall be the property of the Government.

(6) Every portion of the tree must, as far as possible, be converted into sleepers, if suitable for the purpose, without causing undue wastage.

(7) Sleepers should not be removed from the Forests until they are inspected and passed by the Range Officer.

(8) No sleeper should be removed from the Forest without obtaining a passport from the Range Forest Officer or such other subordinates duly authorised by him.

(9) All sleepers passed by the Range Officer, Agumbe, for which passports have been issued should be delivered to the Depot at the latest within one month from the date of issue of such passes. Any sleepers not reaching the Depot within the above period will be treated as lost and the value thereof recovered at the Depot rates, *viz.*, Rs. 2-8-0 from the contractor or contractors from the amount of the next bill due to him or them.

(10) In the matter of consigning different kinds of sleepers from time to time, the contractors should abide by the instructions of the Range Officer.

(11) The contractor or contractors, during the currency of this contract, shall not take up any other similar contract.

(12) If the contractor or contractors should fail to supply the allotted quantity during each month as noted above and to maintain steady and adequate progress during each fortnight, the District Forest Officer will be at liberty to make additional arrangements to supplement the progress as stated above. If any extra cost has to be incurred on this account, it shall be recovered from the next bill of the contractor or contractors.

(13) The contractor or contractors should make their own arrangement for the preparation of jungle cart tracks, etc., for transporting sleepers.

(14) The contractors shall abide by the rules of the department as regards kindling of fires, and hold themselves responsible for any offence committed by them or their agent, employees or cartmen.

(15) The contractors shall maintain a bound register, in the form prescribed by the District Forest Officer, showing the number and other particulars of trees felled and the outturn of sleepers.

(16) The contractor or contractors shall not assign their right under this agreement or any part thereof without the written permission of the District Forest Officer for the time being and such permission may, however, be refused without assigning reasons therefor.

(17) The contractor or contractors shall take care, as far as possible, not to cause any damage to any other standing growth which is not to be felled. For any such damage, unless caused by accident or due to reasons beyond their control, the contractors shall pay up such compensation as may be decided by the Conservator of Forests, Shimoga.

(18) In the case of any dispute regarding this contract, the Conservator's of Forests decision shall be final.

(19) For breach of any of the above conditions, the District Forest Officer is empowered to cancel their contract, at any stage, without assigning any reason therefor and forfeit the deposit in full or part thereof.

(20) The deposit of the contractors will be returned three months after the expiry of the contract period, if in the meantime, no part thereof is forfeited for breach of bond conditions, satisfying that no sleepers are to be accounted for by them.

Form of Tender.

SIR,

I offer to prepare and deliver 26,200 Dhuma sleepers to Shimoga Depot or Agasanahadlu as per specifications and conditions noted in the printed notification, dated the 17th September 1934, at Rs.....each.

Rs.....per M. G. sleeper of $6' \times 8'' \times 4\frac{1}{2}''$
Rs.....per N. G. do $5' \times 7'' \times 4\frac{1}{4}''$
Rs.....per T. G. do $4' \times 6'' \times 4''$

I enclose herein currency notes of the marginally noted number to the value of Rs. 200 only as earnest money.

MOHAMED PIR,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 16th September 1934.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depot by the District Forest Officer, Kadur Division, at 2 P.M. on 2nd October 1934.

Name of depot	Teak	Mathi	Honne	Hunal	Date and place of sale
Kadur Depot ..	..	303 c.ft.	..	..	Kadur, 2nd October 1934.

N.B.—More or less.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and spe[illegible]on of the lot bought by him in a book provided for the purpose. Such signature shall be [illegible] as admission on his part of having bought such lot, and of having accepted the terms of th[illegible]e as herein specified. All sales of which the amount exceeds Rs. 500 in each case are sub[illegible] the confirmation of the Conservator and in other cases to that of the District Forest Offic[illegible]

5. After conclusion [illegible]ne sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conductir[illegible]e sale and obtain in return from him a receipt vouching for the payment of the one-tenth v[illegible]s well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, [illegible]l deposit of Rs, 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recover[illegible] from the defaulter of the balance, if any, after deducting the price so fixed from the original sa[illegible]mount. A registered notice should be issued to the defaulter intimating the price fixed by the Dis[illegible]ct Forest Officer for the unsold wood. and the amount still due from him which will be recovered as arrears of land revenue.